

Retirement Plan

- **Active Football.** In general, the monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) results from NFL football activities, arises while you are an *Active Player*, and causes you to be totally and permanently disabled "shortly after" your disability first arises. *Players* in this category also receive \$14,670 a month from the NFL Player Supplemental Disability Plan, although those supplemental benefits will cease after March 2011 unless extended by collective bargaining.
- **Active Nonfootball.** In general, the monthly total and permanent disability benefit will be no less than \$4,000 if your disability(ies) does not result from NFL football activities, but does arise while you are an *Active Player*, and does cause you to be totally and permanently disabled "shortly after" the disability first arises. *Players* in this category also receive \$7,167 a month from the NFL Player Supplemental Disability Plan, although those supplemental benefits will cease after March 2011 unless extended by collective bargaining.
- **Football Degenerative.** In general, the monthly total and permanent disability benefit will be no less than \$4,000 if your disability(ies) arises out of NFL football activities, and results in your total and permanent disability. This benefit is available only if your total and permanent disability occurs before 15 years after the end of your last *Credited Season*. *Players* in this category also receive \$5,167 a month from the NFL Player Supplemental Disability Plan, although those supplemental benefits will cease after March 2011 unless extended by collective bargaining.
- **Inactive.** In general, the monthly total and permanent disability benefit will be no less than \$3,334 if (1) your total and permanent disability arises from activities other than NFL football activities while you are a *Vested Inactive Player* or (2) your disability arises out of NFL football activities, and results in your total and permanent disability 15 or more years after the end of your last *Credited Season*. Inactive total and permanent disability benefits will be offset by any disability benefits provided by an employer other than the NFL or an NFL club, but will not be offset by workers' compensation or Social Security disability benefits.

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If you become totally and permanently disabled no later than six months after a disability first arises, you will be conclusively deemed to have become totally and permanently disabled "shortly after" your disability first arises. If you become totally and permanently disabled more than 12 months after a disability first arises, you will be conclusively deemed not to have become totally and permanently disabled "shortly after" your disability first arises. In cases falling within this six- to twelve-month period, the Disability Initial Claims Committee or the Retirement Board will determine whether the "shortly after" standard is satisfied.

Psychological and Substance Abuse Disabilities

Special rules may apply if your disability results from a psychological/psychiatric disorder or is caused by use of, addiction to, or dependence upon (1) a controlled substance, (2) alcohol, or (3) illegal drugs. In general, *Players* with substance abuse disabilities are only eligible for benefits in the "Inactive" category and those with psychological disabilities are only eligible for benefits in the "Active Nonfootball" and "Inactive" categories.

The term "illegal drugs" includes all drugs and substances (other than alcohol and controlled substances) taken in violation of law or NFL policy. The term "controlled substance" is defined by federal law, and includes certain drugs that may be lawfully prescribed by a licensed physician.

Disabilities caused by the use of a controlled substance may qualify for benefits in the "Active Football," "Active Nonfootball," or "Football Degenerative" categories if the applicable requirements of these categories are otherwise met and (1) such use, addiction, or dependence results from the substantially continuous use of a controlled substance that was prescribed for NFL football activities or for injuries or illnesses arising out of NFL football activities while you are an *Active Player*, and (2) an application for total and permanent disability benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight years after the end of your last *Credited Season*.

A total and permanent disability resulting from a psychological/psychiatric disorder also may qualify for benefits in the "Active Football" or "Football Degenerative" categories if the requirements of either of these categories are otherwise met and the psychological/psychiatric disorder either (1) is caused by or relates to a head injury (or injuries) sus-

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tained in NFL football activities, (2) is caused by or relates to the use of a substance prescribed by a licensed physician for an injury (or injuries) or illness arising out of NFL football activities, or (3) is caused by an injury (or injuries) or illness that otherwise qualified you for the "Active Football" category of total and permanent disability benefits.

Please refer to the Retirement Plan document for a more complete statement on the rules regarding psychological and substance abuse disabilities.

Classification Rules

Initial Classification

The initial classification of total and permanent disability benefits will be determined by the Disability Initial Claims Committee or the Retirement Board based on all of the facts and circumstances in the administrative record. The Disability Initial Claims Committee and the Retirement Board will take into account any statement made by the Social Security Administration relating to the timing or causation of your total and permanent disability, however, it will not be bound by such statements.

Reclassification

As long as you remain totally and permanently disabled, you will continue to receive total and permanent disability benefits under the category for which you first qualify, unless you present evidence for reclassification that the Disability Initial Claims Committee or the Retirement Board finds to be clear and convincing. You must be able to demonstrate that, because of changed circumstances, you satisfy the conditions of eligibility for a benefit under a different category of total and permanent disability benefits.

Your total and permanent disability benefit will not be reclassified or increased for periods of time prior to 42 months before the Retirement Board receives a written application or similar letter requesting the reclassification or increase. In determining the appropriate classification under the above four categories, it will be conclusively presumed that you were not totally and permanently disabled for all periods of time prior to 42 months before the Retirement Board receives your written application or similar request that results in the award of a benefit. These 42 month limitation periods will be tolled for any period of time that the Disability Initial Claims Committee or the Retirement

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Board finds you to have been mentally or physically incapacitated in a manner that substantially interfered with the filing of your claim.

Subsequent Periods of Total and Permanent Disability

If your total and permanent disability benefits terminate, you will remain eligible to receive these benefits again should you experience a subsequent period of total and permanent disability. The classification and amount of your subsequent disability benefit will be determined without regard to any previous period of total and permanent disability.

Duration

Your total and permanent disability benefits will end when (1) the Disability Initial Claims Committee or the Retirement Board determines that you are no longer totally and permanently disabled, (2) you elect to receive retirement benefits, or (3) you die. Total and permanent benefits will end if you were awarded disability benefits based on a determination from the Social Security Disability Insurance or Supplemental Security Income Programs and your benefits under one of these programs end.

If you are receiving total and permanent disability benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you continue to be entitled to total and permanent disability benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to you, your total and permanent disability benefits will continue to be paid until and unless the Retirement Board determines on appeal that you are no longer entitled to the benefits. If you do not appeal a deemed denial to the Retirement Board within 60 days, total and permanent disability benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. If you later appeal the deemed denial to the Retirement Board (within 180 days of receiving this notice of denial) and the Retirement Board rules in your favor, total and permanent disability benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

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Recovery of Certain Overpayments

If you or a representative submits false information and, as a result, you receive amounts under the NFL Player Supplemental Disability Plan to which you are not entitled, any further disability benefits payable to you or any beneficiary (including a *Dependent* or alternate payee) under this Retirement Plan will be reduced by the amount of the overpayment from the NFL Player Supplemental Disability Plan, plus interest at the rate of 6% per year.

Incapacity

If you are incapacitated so as to be unable to manage your financial affairs, the Retirement Board may, in its sole discretion, establish a trust to hold your benefits on your behalf. The Retirement Plan may pay reasonable expenses of the trust and its *Trustee*. More information regarding such trusts is available from the Plan Office.

Your Total and Permanent Disability Benefit When You Reach Age 55

If you are totally and permanently disabled when you reach your normal retirement date (the first day of the month on or after your 55th birthday), you may elect to receive a monthly pension as of any month following your 55th birthday and before the first day of the month after you reach age 65. If you have a *Credited Season* for 1989, 1990, 1991, or 1992, you have until the April 1 of the calendar year after the calendar year in which you reach age 70½ to make this election. You cannot elect a monthly pension prior to your normal retirement date. This retirement benefit will be paid in the form of a Life-Only Pension if you are single or in the form of a Qualified Joint and Survivor Annuity if you are married, unless you elect one of the other forms of payment discussed on pages 7-10.

If you make this election, the amount of your monthly pension will be the greater of (1) the amount you were receiving as a total and permanent disability benefit, adjusted for the form of benefit you elect, or (2) the sum of your benefit credits, increased according to your age at the time of your election and adjusted for the form of benefit you elect. Also, you will no longer receive a total and permanent disability benefit after you make this election, and your survivors will no longer be eligible for the widow's and surviving children's benefit or the spouse's pre-retirement death benefit.

If you elect to receive the amount of your total and permanent disability benefit as your monthly pension, your benefits will be subject to periodic

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review as if you were receiving total and permanent disability benefits. If the Disability Initial Claims Committee or the Retirement Board determines you are no longer totally and permanently disabled or if you fail to submit federal income tax returns (or equivalents) as described above, the sum of your benefit credits, as adjusted according to the time and form of your election, will be substituted for your monthly amount.

2008 Window Period for Players Who Elected Early Retirement

The 2008 Window Period ran from April 1, 2008 through July 31, 2008. Please refer to the Plan document if you need further information.

What Are Your Line-of-Duty Disability Benefits?

You may be entitled to a line-of-duty disability benefit if, as a *Player*, you incur a "substantial disablement arising out of NFL football activities."

A "substantial disablement" is a "permanent" disability that satisfies any one of the following criteria.

- For orthopedic impairments, using the American Medical Association *Guides to the Evaluation of Permanent Impairment* (Fifth Edition, Chicago IL) ("AMA Guides"), there is (a) a 38% or greater loss of use of the entire lower extremity; (b) a 23% or greater loss of use of the entire upper extremity; (c) an impairment to the cervical or thoracic spine that results in a 25% or greater whole body impairment; (d) an impairment to the lumbar spine that results in a 20% or greater whole body impairment; or (e) any combination of lower extremity, upper extremity, and spine impairments that results in a 25% or greater whole body impairment. In accordance with the AMA Guides, up to three percentage points may be added for excess pain in each category above ((a) through (e)). The range of motion test will not be used to evaluate spine impairments.
- The injury results in a 50% or greater loss of speech or sight.
- The injury results in a 55% or greater loss of hearing.
- The injury is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system.

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A line-of-duty disability "arises out of NFL football activities" if it results from a pre-season, regular season, or post-season game, or any combination thereof, or out of NFL football activities supervised by an NFL club, including all required or directed activities. A line-of-duty disability is not caused by NFL football activities if it results from other employment or athletic activity for recreation, or if it would not qualify for benefits but for an injury (or injuries) or illness that arises out of activities other than NFL football activities.

A line-of-duty disability will be considered "permanent" if it has persisted or is expected to persist for at least 12 months from the date of its occurrence, or is expected to result in death within 12 months, and if you are not an *Active Player*.

Eligibility for line-of-duty disability benefits is determined by the Disability Initial Claims Committee or the Retirement Board.

Appointment of Board-Certified Medical Advisory Physicians

Neutral, board-certified physicians serve as Medical Advisory Physicians. These doctors evaluate the medical aspects of certain disability applications. Three members of the Retirement Board may require the Medical Advisory Physician to make a final and binding determination if the Retirement Board is deadlocked with respect to a decision as to whether you meet the requisite percentage disability requirements to be eligible for a line-of-duty disability benefit discussed above. Any such designated physician will have full and absolute discretion, authority and power to decide such medical issues. In all other respects, including the interpretation of the Plan and the decision as to whether the claimant is entitled to benefits, the Retirement Board will retain its full and absolute discretion.

Amount

If you are eligible for line-of-duty disability benefits, your benefits will equal the greater of:

- 100% of your benefit credits for *Credited Seasons* as of the date the disability occurs (including the benefit credit for the *Plan Year* in which the disablement occurs) if you reported to at least one official pre-season training camp or official practice session during the *Plan Year*, or
- \$1,000 a month.

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Payment and Duration

You will begin to receive your monthly line-of-duty disability benefit as of the first day of the month following the date your disability qualifies as a "substantial disablement." Your benefits will continue as long as your disability qualifies as a "substantial disablement," but not for longer than 90 months. You must submit to any required physical examination to be eligible for line-of-duty disability benefits.

Reexaminations to determine your continued eligibility generally will occur at two and five years after you begin to receive line-of-duty disability benefits. However, three or more voting members of the Retirement Board may require you to submit to more frequent examinations, at the expense of the Retirement Plan, but not more than once every six months. If the Disability Initial Claims Committee or the Retirement Board determines that your disability no longer qualifies as a "substantial disablement," your benefits will stop.

If you are receiving line-of-duty disability benefits and, upon reevaluation, the Disability Initial Claims Committee deadlocks on the issue of whether you continue to be entitled to line-of-duty disability benefits, such deadlock will be treated as a deemed denial of your continued eligibility to receive benefits, and you will be notified of that deemed denial. If you appeal that deemed denial to the Retirement Board within 60 days from the date the notice of the deemed denial was mailed to you, your line-of-duty disability benefits will continue to be paid until and unless the Retirement Board determines on appeal that you are no longer entitled to the benefits. If you do not appeal a deemed denial to the Retirement Board within 60 days, line-of-duty disability benefits will not be paid with respect to any month that begins more than 60 days from the date of the deemed denial. But if you later appeal the deemed denial to the Retirement Board (within 180 days of receiving this notice of denial) and the Retirement Board rules in your favor, line-of-duty disability benefits will be paid retroactive to a date on or after the benefits ceased, as determined by the Retirement Board.

Can You Receive Both the Line-of-Duty Disability Benefit and the Total and Permanent Disability Benefit at the Same Time?

No. You cannot receive total and permanent disability benefits and line-of-duty disability benefits simultaneously. However, if you qualify

for both benefits, you will receive whichever is the greater benefit; and after the line-of-duty disability benefit payment expires, you will receive any total and permanent disability benefits for which you qualify at that time.

Relationship of Disability Benefits to Other Plan Benefits

What About Your Entitlement to the Other (Non-Disability) Retirement Plan Benefits after Your Disability Benefits Expire?

If you are a *Vested Player* who has collected disability benefits, all other (non-disability) Retirement Plan benefits to which you are entitled – for example, retirement, death, and survivor protection, and optional forms of payment – will apply as provided under the Retirement Plan. These benefits are in addition to whatever disability benefit you may be entitled to receive, although you cannot receive both a retirement benefit and a disability benefit for the same period of time.

Survivor Protection Features

How Are Your Wife and Children Protected When You Die?

If you die *before* you begin receiving retirement benefits, your surviving wife or minor children may qualify for a widow's and surviving children's benefit, or your surviving wife may qualify for a pre-retirement death benefit. A child is a minor child until he or she reaches age 19 (or age 23 if in college), or continuously if mentally or physically incapacitated. For either form of death benefit, your surviving wife or children (or their representative) must submit a death benefit application. This application can be obtained from the Plan Office. Any person who is convicted, pleads guilty, or pleads no contest in connection with your death will lose his or her right to a death benefit.

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If both a widow's and surviving children's benefit and a spouse's pre-retirement death benefit might be payable, your surviving wife may elect to receive one or the other, but not both, of these death benefits. This election must be in writing and may not be revoked after the initial payment is mailed or otherwise transmitted to your surviving wife. Prior to her election, the Plan Office will provide your surviving wife with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one benefit over the other.

Widow's and Surviving Children's Benefit

If you die before your retirement benefits begin, and if you were, at the time of your death:

- An *Active Player*, or
- Qualified for disability benefits and younger than age 55, or
- An inactive *Vested Player* who became vested based solely on *Credited Seasons* (and without counting *Years of Service* that were not also *Credited Seasons*),

then you will be covered by the widow's and surviving children's benefit, unless your last *Credited Season* was before 1974 and you have exactly four *Credited Seasons* (see the section entitled "What Special Rules Apply to Certain Players?" later in this booklet).

If you satisfy the above conditions and are survived by your wife, she will receive a monthly benefit payment, starting on the first day of the month after your death. Payments will continue until the earlier of the first of the month in which she dies or the first of the month in which she remarries. If you do not have a surviving wife, or if your wife remarries or dies after beginning to receive this benefit, your surviving minor children will receive the monthly widow's and surviving children's benefit, divided equally among your surviving minor children.

The amount of the monthly widow's and surviving children's benefit will be the larger of 50% of your total benefit credits (if you die after reporting to at least one official pre-season training camp or official practice session during a *Plan Year*, the scheduled benefit credit for that *Plan Year* will be included), or \$3,600. Also, the amount of this monthly benefit might be temporarily increased for the first 48 months following your death. If you were an *Active Player* after March 31, 1977, the monthly benefit for the first 48 months following your death will be at least \$6,000. If you were an *Active Player* after March 31, 1982, the

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monthly benefit for the first 48 months following your death will be at least \$9,000. The amounts stated in this paragraph apply to benefit payments for months beginning on or after April 1, 2006. Benefit payments for months beginning before that date were determined based on prior versions of the Retirement Plan.

Spouse's Pre-retirement Death Benefit

If you are a *Vested Player* and die before your retirement benefit payments under the Retirement Plan begin, your wife is automatically eligible to receive the pre-retirement death benefit.

If payable, this monthly death benefit will normally commence on the first day of the month in which you would have attained age 55, and it will continue for your surviving spouse's lifetime. However, if you had a *Credited Season* prior to the 1993 Plan Year, your surviving spouse may elect to receive an actuarially reduced benefit as early as when you would have attained age 45. The monthly benefit to be paid to your widow equals 50% of the benefit you would have received had you elected the Qualified Joint and Survivor Annuity form of payment discussed earlier and begun receiving benefits on the later of the day before you died, or age 55 (or 45, if applicable).

Death Benefits After Retirement Benefits Have Begun

If you die *after* you begin receiving retirement benefits, your wife, children or other beneficiaries will continue receiving benefits only if the form of retirement benefits you are receiving provides for continued payments.

For example:

- **Life-Only Pension.** No payments will continue after your death.
- **Qualified Joint and Survivor Annuity and Qualified Optional Joint and Survivor Annuity.** Payments will continue to your surviving wife after your death. For this purpose, your surviving wife is your wife at the time your qualified joint and survivor annuity commenced, even if you later divorce her and remarry. Your wife at the commencement of the annuity will not receive payments if she made a qualified election to waive this benefit or another beneficiary is named in a Qualified Domestic Relations Order.
- **Life-Only Pension with Social Security Adjustment.** No payments will continue after your death.
- **Life and Contingent Annuitant Pension.** Payments will continue to your surviving named beneficiary after your death.

- **Life and 10-Year Certain Pension.** If you die before receiving payments for 10 years, payments will continue to your beneficiary after your death for the remainder of the 10 years. Otherwise, no payments will continue after your death.

What Special Rules Apply to Certain Players?

Special rules apply for Players who were alive on June 1, 1998, whose last *Credited Season* was before 1974 and who have exactly four *Credited Seasons*. If this applies to you, you are entitled only to retirement benefits under the Retirement Plan; you are not entitled to disability benefits under this Retirement Plan or the NFL Player Supplemental Disability Plan. Your benefit will be actuarially increased only if you commence benefits after the later of normal retirement age (age 55) or June 1, 1998. Special rules apply to the payment options of certain *Players* in this category. More information is available from the Plan Office.

Benefit credits for *Credited Seasons* prior to 1959 will, in general, not be paid with respect to any period prior to July 1, 1993. Your benefits for *Credited Seasons* prior to 1959 will be actuarially adjusted if you commence benefits after the later of June 1, 1993, or your normal retirement age (age 55).

Who Makes Contributions in Support of the Retirement Plan?

All contributions toward the cost of the Retirement Plan are made to a trust fund by the member clubs of the NFL. All contributions to the trust fund will be used to provide the benefits under the Retirement Plan or to pay for investment management and administrative costs. Contributions will be made to the trust fund as actuarially determined to be necessary to fund benefits, as required by applicable law.

May IRS Rules Limit Your Retirement Benefits?

In certain circumstances, IRS rules may limit the benefits payable to you under the Retirement Plan. These limits provide that an annual Retirement Plan benefit cannot exceed an amount that depends on your age and is adjusted for inflation. The maximum amount payable in 2010 for an individual age 62 is \$195,000 per year.

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How Are Your Retirement Plan Benefits Taxed?

The tax rules that apply to Retirement Plan distributions are complex. Because of this complexity, you should contact your personal tax advisor to determine exactly how your benefits will be taxed. The Retirement Plan is not in a position to provide legal or tax advice. However, general information about some of the more important federal tax rules currently in effect is provided below.

Income Tax on Distributions

In general, the full amount of each payment you receive will be taxable in the year that you receive it. Also, your beneficiary generally will be taxed on any distribution of benefits received due to your death.

Other Possible Taxes

If you receive an early payment benefit, paid as a lump sum, the distribution is generally subject to an excise tax of 10%. The additional tax does not apply to any portion of such distribution that is rolled over to an Individual Retirement Account or Individual Retirement Annuity ("IRA") or another tax-favored retirement plan, as discussed below.

Rollovers

You may delay current taxation of any portion of an early payment benefit, paid as a lump sum, by making a direct rollover of that portion to an IRA or another tax-favored retirement plan (that is, a 401(a) plan, 403(a) plan, 403(b) annuity, or governmental 457(b) plan) that accepts direct rollovers. Federal withholding of 20% applies to the portion that is not directly rolled over. Beginning in January of 2010, you may roll over your early payment benefit, paid as a lump sum, to a Roth IRA without the income and joint filing restrictions that apply to distributions in 2009. Non-spouse beneficiaries may only roll over their benefits to an inherited IRA.

Other Withholding Rules

If you elect one of the other forms of payment for your retirement benefits, each payment is subject to federal withholding based on the amount of the payment, unless you elect no amount to be withheld. The Plan Office will provide you with additional information on the withholding rules for Retirement Plan distributions when you elect to receive your benefits.

Taxation of Death Benefits

Generally, your beneficiary will be taxed on any distribution from the Retirement Plan received due to your death. However, the 10% excise tax discussed above does not apply regardless of your age or the age of your beneficiary.

What Happens to Your Benefits if You Are Divorced?

Although you generally may not assign your Retirement Plan benefits to another person, your benefits may be assigned in certain situations involving divorce or in accordance with other orders issued by a domestic relations court. For example, as part of a divorce, a judge may, but is not required to, issue an order that divides your retirement benefits between you and your former wife. Federal law requires that this kind of order, called a "Qualified Domestic Relations Order" or "QDRO," must meet certain requirements before the Retirement Plan may recognize it and pay benefits based on it. For example, a QDRO must be specific as to the division of benefits, must not require benefits to be paid in any form not provided for in the Retirement Plan, and must clearly identify the Retirement Plan and the parties involved. You may obtain a copy of the Retirement Plan's QDRO procedures free of charge from the Plan Office.

If you are getting divorced and your retirement benefits are to be divided with your former wife, you should contact the Plan Office to request the Retirement Plan's model QDRO. Your wife also may waive her rights to plan payments in a divorce, for example, if you elected to receive your benefits in the form of a Qualified Joint and Survivor Annuity and you later divorce. In this case, your wife will be treated as having died as of the date of the waiver, and your monthly benefit will be increased for the remainder of your life beginning in the month following her waiver to the amount it would have been if you had elected a Life-Only Pension, and no benefits will be paid after your death. You must notify the Plan Office of the waiver. Your former spouse must execute a waiver form provided by the Plan Office, or your divorce decree must contain language provided by the Plan Office.

What Else Do You Need to Know About Your Retirement Plan?

Administration and Type of Plan

The Retirement Plan is a multiemployer defined benefit pension plan that also provides disability and death benefits. The Retirement Plan is administered by the Retirement Board, which is a joint Board of Trustees. The Retirement Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFL Management Council. The Commissioner of the NFL is a nonvoting member and the Chairman.

The following individuals are currently on the Retirement Board:

Chairman

Roger Goodell

Management Members

Richard Cass

Katherine Blackburn

Steve Underwood

Player Members

David Duerson

Robert Smith

Jeff Van Note

The Retirement Board has absolute discretion and authority to interpret the Retirement Plan, review claims for benefits, and decide how the Plan applies in different situations. Any matter on which the Retirement Board is deadlocked may be referred to an arbitrator. You can address correspondence to individual Retirement Board members, c/o the Retirement Plan at the address listed below. The day-to-day administration of the Retirement Plan, on behalf of the Retirement Board, occurs at the following address:

Plan Administrator:

Retirement Board

Bert Bell/Pete Rozelle NFL Player Retirement Plan

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